

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		GRANT NUMBER (FAIN): 97084402	DATE OF AWARD 09/05/2012
			MODIFICATION NUMBER: 0	
			PROGRAM CODE: V	MAILING DATE 09/12/2012
			TYPE OF ACTION New	ACH# X0163
RECIPIENT TYPE: Indian Tribe		Send Payment Request to: Las Vegas Finance Center FAX # 702-798-2423		
RECIPIENT: Confederated Tribes of the Colville Reservation P.O. Box 150 Nespelem, WA 99155 EIN: 91-0557683		PAYEE: Confederated Tribes of the Colville Reservation, Washington P.O. Box 150 Nespelem, WA 99155		
PROJECT MANAGER Gary Passmore P.O. Box 150 Nespelem, WA 99155 E-Mail: gary.passmore@colvilletribes.com Phone: (509) 634-2426		EPA PROJECT OFFICER Helen Bottcher 1200 Sixth Avenue, Suite 900, ECL-111 Seattle, WA 98101 E-Mail: bottcher.helen@epa.gov Phone: 206-553-6069		EPA GRANT SPECIALIST Bob Phillips Grants Administration, OMP-145 E-Mail: Phillips.Bob@epa.gov Phone: 206-553-6367
<b>PROJECT TITLE AND DESCRIPTION</b> Colville Tribe Upper Columbia FY13 - 17 This Cooperative Agreement provides additional funding to support the Colville Tribes' participation in EPA's oversight of a Remedial Investigation/Feasibility study at the Upper Columbia River site. This Cooperative Agreement also provides support for the Tribe's involvement in Remedial Investigation/Feasibility Study activities, including work to complete a Tribal-specific consumption and resource use survey.  This Cooperative Agreement is partially funded at this time.				
BUDGET PERIOD 10/01/2012 - 09/30/2017	PROJECT PERIOD 10/01/2012 - 09/30/2017	TOTAL BUDGET PERIOD COST \$1,450,000.00	TOTAL PROJECT PERIOD COST \$1,450,000.00	
<b>NOTICE OF AWARD</b>  Based on your Application dated 06/29/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$450,000. EPA agrees to cost-share 31.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$450,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10 Office of Environmental Cleanup 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
Digital signature applied by EPA Award Official Armina K. Nolan - Manager - Grants and Interagency Agreements Unit				DATE 09/05/2012

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 450,000	\$ 450,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 450,000	\$ 450,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

[illegible]

## **Administrative Conditions**

### **1. Payment Information**

a. The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

#### **Automated Standard Application for Payments (ASAP)**

The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If your organization uses multiple bank accounts for EPA grants/cooperative agreements, you must enroll in ASAP. If you are interested in requesting and receiving funds paperless and electronically via ASAP, please complete the ASAP Initiate Enrollment form located at <http://www.epa.gov/ocfo/finservices/forms.htm> and fax it to LVFC at 702-798-2423.

Under this payment mechanism, the Recipient initiates, via ASAP, an electronic payment request which is approved or rejected based on the amount of available funds authorized by EPA in the Recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2485, or by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

#### **Electronic Funds Transfer (EFT)**

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain your organization's banking information from your Central Contractor Registry (CCR) registration. Upon completion of required Regional training and receipt of the award affirmation, a Las Vegas Finance Center Representative will send you an email message with your EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at (702) 798-2485, or by visiting <http://www.epa.gov/ocfo/finservices/payinfo.htm>

**NOTE:** If your banking information is not correct or changes at any time prior to the end of your agreement, please update your CCR registration and notify the EPA Las Vegas Finance Center as soon as possible so the new banking information can be retrieved. This is vital to ensure proper and timely deposit of funds.

b. In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

### **2. Cost Principles/Indirect Costs for Indian Tribal Governments**

The cost principles of 2 CFR Part 225 are applicable, as appropriate, to this award.

If the recipient does not have a previously established indirect cost rate, the recipient must submit their indirect cost rate proposals to:

National Business Center  
Indirect Cost Services  
U.S. Department of the Interior  
2180 Harvard Street, Suite 430  
Sacramento, CA 95815-3317

For proposal preparation, the recipient may use the Native American Government checklists located at: <http://www.aqd.nbc.gov/indirect/indirect.asp>.

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award.

Recipients with differences between provisional and final rates are not entitled to more than the award amount, without EPA approval.

Pursuant to 40 CFR 31.26, a recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," including Subpart C Section 305(b) which addresses the restriction on auditors preparing indirect cost proposals.

### **3. Indirect Costs for Tribal Governments – Alternate Final or Provisional Rate**

The recipient of this assistance agreement does not have a current approved Indirect Cost Rate Agreement. EPA is allowing the recipient to use an alternate Indirect Cost Rate for budgeting purposes for the period of this agreement. **By signing this assistance agreement, the recipient agrees to use this rate for the life of the agreement.**

When the actual costs for this period have been determined, any overpayment of indirect costs from this assistance agreement shall be repaid to EPA at the time of the close out of this agreement and submission of the final Federal Financial Report (SF-425). Repayments shall be sent to:

US Environmental Protection Agency  
Las Vegas Finance Center  
Box 979087  
St. Louis, MO 63197-9000

### **4. Expired Indirect Cost Rate Agreement**

The indirect cost rate agreement on file with EPA expired 9/30/11. In order to charge for indirect costs beyond that date, we must have a copy of an approved agreement in our files. If you have not yet received an approval of an indirect cost rate from your cognizant agency, please submit a copy within 30 days of approval to the EPA Region 10. If you have an approved rate agreement, please provide a copy with the signed Assistance Agreement.

Please send the indirect cost rate documentation to **EPA Region 10, Grants Administration Unit, 1200 Sixth Avenue, Suite 900, Mailcode: OMP-145, Seattle, WA 98101** or **FAX to (206) 553-4957**.

### **5. Federal Financial Report (FFR)**

Recipients shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: **US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423**.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any

additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 and 40 CFR 31.43 if the recipient does not comply with this term and condition.

## **6. Audit Requirements**

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

## **7. Hotel-Motel Fire Safety Act**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## **8. Recycled Paper**

### ***INSTITUTIONS OF HIGHER EDUCATION HOSPITALS AND NON-PROFIT ORGANIZATIONS:***

In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

### ***STATE AGENCIES AND POLITICAL SUBDIVISIONS:***

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

### ***STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION AND NON-PROFIT ORGANIZATIONS:***

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

### ***STATE TRIBAL AND LOCAL GOVERNMENT RECIPIENTS:***

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## 9. Lobbying

### **ALL RECIPIENTS:**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### **PART 30 RECIPIENTS:**

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

## 10. Lobbying and Litigation

### **ALL RECIPIENTS:**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

## 11. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## 12. Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E.

Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov>.

### 13. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

### 14. Reimbursement Limitation

If the recipient expends more than the amount of federal funding in its EPA approved budget in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse the recipient for costs incurred in excess of the EPA approved budget.

### 15. Trafficking in Persons

#### *a. Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

#### *b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

#### *c. Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as

amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

#### **16. Trafficking Victim Protection Act of 2000 (TVPA) as Amended.**

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

#### **17. DUNS and CCR Requirements (Updated 8/1/12)**

##### **A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) numbers.** If you are authorized to make subawards under this award, you:



1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

**18. Subaward Reporting and Executive Compensation**

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
2. Where and when to report.
  - i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrs.gov](http://www.fsrs.gov).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration Central Contractor Registration/System for Award Management profile available at [www.sam.gov](http://www.sam.gov).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by

November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

19. **Subawards**

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

## **20. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions**

This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

## **21. Disadvantaged Business Enterprise Requirements (Effective May 27, 2008)**

### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the

**Washington Office of Minority and Women's Business Enterprises** as follows:

MBE: PURCHASED GOODS 8%; PURCHASED SERVICES 10%; PROFESSIONAL SERVICES 10%  
WBE: PURCHASED GOODS 4%; PURCHASED SERVICES 4%; PROFESSIONAL SERVICES 4%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Washington Office of Minority and Women's Business Enterprises**.

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503**

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31<sup>st</sup> and September 30<sup>th</sup> for:

- Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and
- All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

**The reports are due within 30 days of the end of the semiannual reporting periods (April 30<sup>th</sup> and October 30<sup>th</sup>). Reports should be sent to the EPA Region 10, Grants Administration Unit, 1200 Sixth Avenue, Suite 900, Mailcode: OMP-145, Seattle, WA 98101. For further information, please contact Greg Luchey at (206) 553-2967, email: [Luchey.Greg@epa.gov](mailto:Luchey.Greg@epa.gov). Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.**

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **22. Partial Funding**

This agreement is being partially funded by EPA in the amount shown on page 2 under "EPA Funding Information." The recipient understands that additional EPA funds may be awarded on this assistance agreement, subject to availability of additional appropriated funds. EPA's approval of the work plan, budget, and project/budget periods does not constitute an EPA commitment to provide funds in excess of the amount currently funded in this agreement.

***If this agreement includes cost share/match*** based on obtaining full EPA funding, and EPA is not able to fully fund its portion of the total project costs, the recipient has the option of reducing its cost share/match, as long as the reduction is not below the minimum statutory or programmatic required cost share/match. The recipient must submit its request for reduction to the EPA Project Officer, since work plan and budget revisions may be necessary.

Note: The share percentages currently shown in the Table A budgets and page one of this agreement are electronically calculated based on the current EPA funding amount and total project cost. The percentage will change if and when additional EPA funding is provided by assistance amendment.

## **23. Payment to Consultants**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to

consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2012, the limit is \$596.00 per day \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j), as applicable, for additional information.

**NOTE:** For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

## **Programmatic Conditions**

### **1. Quarterly Performance Reports**

The recipient shall submit quarterly performance reports, which are due 60 calendar days after the end of each Federal fiscal quarter. (Federal fiscal quarters end the last day of March, June, September, and December.) Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 40 CFR Part 35.6650, as appropriate, the recipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. For pre-remedial Cooperative Agreements, the report must include a list of the site-specific products completed and the estimated number of technical hours spent to complete each product.
- (b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
- (c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies. For remedial, enforcement, and removal reports, the comparison must be on a per task basis.
- (d) an estimated of the time and funds needed to complete the work required in the Cooperative Agreement, a comparison of that estimate to the time and funds remaining, and a justification for any increase.
- (e) break-down between time and funds spent on two primary tasks - RI/FS Support and Tribal Survey.

In addition to the quarterly performance reports, the recipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 35.6655, as appropriate, the recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### **2. Final Performance Report**

In addition to the periodic performance reports, the recipient shall submit a final performance report, which

is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. If inappropriate, the EPA Project Officer may waive the requirement for a final performance report after completion of the project.

**3. Revisions to the Site Budgets (ONLY apply to multiple Sites funded)**

Each site has a separate budget. To move costs between site budgets (i.e. from X to Y), the recipient must formally request that the budgets be changed and provide revised budgets for both sites and revised scope of work if required. This revision must be approved via amendment to this agreement.

**4. Work Plan**

Work under this agreement should be completed in accordance with the approved work plans submitted with the applications dated 6/29/2012.

**5. EPA will be substantially involved in this project by providing oversight of the Remedial Investigation/Feasibility Study (RI/FS) by participating in the following activities:**

- a. approving data reports
- b. providing comments on Potentially Responsible Party (PRP) submittals
- c. approving PRP submittals after comments have been addressed

**END**



**COST REVIEW TEMPLATE FOR PROJECT OFFICERS – PROJECT GRANTS AND ALL OTHER GRANTS SUBJECT TO THIS COST REVIEW**  
*(Electronically attach the completed form in IGMS, then print and retain a copy in the grant file. Include comments at the end of the cost review as necessary.)*

Application/Grant Number:	V-97084402-0	Applicant:	Colville Confederated Tribes
Project Period:	10/1/2012 - 9/30/2017	Budget Period:	10/1/2012 - 9/30/2017
Project Officer:	Helen Bottcherl	Date Application Signed:	6/29/2012

Application is for:    ☒ new funding                      ☐ supplemental funding                      ☐ other:

<b>Basis for Cost Determination: Application</b> (check all applicable boxes)				
<input checked="" type="checkbox"/> Experience with applicant/project	<input checked="" type="checkbox"/> Experience with similar organizations	<input checked="" type="checkbox"/> Experience with similar projects		
<b>Guidance: Personnel</b>				
<p>This category includes only direct costs for the salaries of those individuals who will perform work directly for the project (generally, paid wage grade employees of the applicant organization). Personnel costs do not include: (1) costs for services of consultants, contractors, consortia members, or other partner organizations, which are included in the "Contractual" category; (2) costs for employees of subrecipients under subawards, which are included in the "Other" category; or (3) effort that is not directly in support of the proposed project, which may be covered by the organization's negotiated indirect cost rate.</p> <p>The applicant's budget detail must identify the personnel category type by FTE, including percentage of FTE for part-time employees, number of personnel proposed for each category, and the estimated funding amounts. For example, 4 engineers @ \$125,000; 2 scientists @ \$75,000, 1 Manager @ \$200,000, etc.</p> <p>The Bureau of Labor Statistics web site at <a href="http://data.bls.gov/PDQ/outside.jsp?survey=nc">http://data.bls.gov/PDQ/outside.jsp?survey=nc</a> may assist determining reasonability.</p>	<p><b>Personnel</b></p> <p>A. Is the applicant proposing personnel as a direct cost under the application? <i>If NO, go to Travel.</i>                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>B. Are proposed personnel costs eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable program guidance and program regulations?                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>C. Are the proposed personnel costs (labor categories and salary ranges, skill mix, and their level of effort) reasonable and necessary to achieve project objectives?                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>D. Are job titles/categories/labor rates consistent with the proposed function under the project? (E.g., if the CEO will be performing engineering work, the proposed compensation or valuation of contributed services should be appropriate for an engineer rather than a CEO.)                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>E. Are the proposed personnel costs consistent with the budget and project periods?                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>F1. Total requested personnel costs:                      <table border="1"><tr><td>\$372,397</td></tr></table></p> <p>F2. Total approved personnel costs:                      <table border="1"><tr><td>\$372,397</td></tr></table></p>	\$372,397	\$372,397	
\$372,397				
\$372,397				
<b>Basis for Cost Determination: Personnel</b> (check all applicable boxes)				
<input type="checkbox"/> Publicly available information (e.g., on salary ranges, job classifications) - Source:	<input checked="" type="checkbox"/> Prudent person test (i.e., it does not exceed an amount that any reasonable person would incur under similar circumstances)	<input type="checkbox"/> Other:		
<b>Guidance: Travel</b>				
<p>Travel may be integral to the purpose of the proposed project (e.g., inspections) or related to proposed project activities (e.g., attendance at meetings). Applicants must provide a narrative description of the types/purposes of travel, estimated number of trips, planned destinations,</p>	<p>A. Is the applicant proposing travel as a direct cost under the application? <i>If NO, go to Equipment.</i>                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>B. Are proposed travel costs eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

<p>and estimated number of travelers.</p> <p>The FedTravel website at <a href="http://www.fedtravel.com/">http://www.fedtravel.com/</a> may assist determining reasonability.</p>	<p>program guidance and program regulations?</p> <p>C. Overall and by purpose of travel, is the proposed travel reasonable and necessary to achieve project objectives?</p> <p>D1. Total requested travel costs: D2. Total approved travel costs:</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <table border="1"> <tr> <td>\$124,168</td> </tr> <tr> <td>\$124,168</td> </tr> </table>	\$124,168	\$124,168
\$124,168				
\$124,168				
<p><b>Basis for Cost Determination: Travel</b> (check all applicable boxes)</p>				
<p><input type="checkbox"/> Knowledge of the training, meetings, or other purposes associated with the travel <input checked="" type="checkbox"/> Prudent person test <input type="checkbox"/> Other:</p>				
<p><b>Guidance: Equipment</b></p> <p>This category includes only equipment proposed to be purchased as a direct cost. Equipment is defined as tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit although a lower dollar amount threshold can be established by the applicant. Equipment also includes accessories necessary to make the equipment operational. It does not include: (1) equipment planned to be leased/rented, including lease/purchase agreements; or (2) equipment service or maintenance contracts. These types of proposed costs should be included in the "Other" category.</p> <p>The budget narrative must include an itemized listing of all equipment proposed under the agreement.</p> <p>Non-State applicants must conduct a price-cost analysis for equipment purchases as required under 40 CFR 31.36 (States, Local Governments, and Indian Tribal Governments) or 40 CFR 30.45 (Non-Profits and Institutions of Higher Education).</p> <p>If non-competitive (e.g., sole-source) procurement is proposed by locality or tribal applicants for any amount, or by institutions of higher education, hospitals, or non-profits in excess of \$100,000, the PO may require the applicant to prepare a technical justification for the non-competitive procurement. State applicants need not provide a justification for non-competitive equipment purchases.</p>	<p><b>Equipment</b></p> <p>A. Is the applicant proposing the purchase of equipment as a direct cost under the application? <i>If NO, go to Supplies.</i></p> <p>B. Are proposed equipment costs eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable program guidance and program regulations?</p> <p>C. Is each item of equipment proposed for purchase necessary to achieve project objectives?</p> <p>D. Were options other than purchase for each item of equipment considered, such as leasing, renting, or loan of government property? (Please complete the "Justification for Equipment Purchase" below to explain why equipment purchase was chosen.)</p> <p>E. Is the proposed cost of each item of equipment reasonable and is the category total reasonable in relation to the overall project budget?</p> <p>F. For non-State applicants, if sole-source procurements are indicated, has the applicant been informed of sole-source and cost-price analysis requirements?</p> <p>G1. Total requested equipment costs: G2. Total approved equipment costs:</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <table border="1"> <tr> <td>\$</td> </tr> <tr> <td>\$</td> </tr> </table>	\$	\$
\$				
\$				
<p><b>Basis for Cost Determination: Equipment</b> (check all applicable boxes)</p>				
<p><input type="checkbox"/> Knowledge of the type of equipment (e.g., companies that manufacture, how sold, etc.) (including similar equipment purchased by other recipients)</p> <p><input type="checkbox"/> Consistency with recipient's procurement system (if State applicant)</p>	<p><input type="checkbox"/> Market research/market value Source:</p>	<p><input type="checkbox"/> Prudent person test</p> <p><input type="checkbox"/> Other:</p>		

<b>Justification for Equipment Purchase</b> (check all applicable boxes)			
<input type="checkbox"/> Equipment has long-term value to the recipient's environmental programs <input type="checkbox"/> Equipment will serve an ongoing need of the project	<input type="checkbox"/> Equipment is intended to replace similar equipment <input type="checkbox"/> Leasing will result in increased costs to the project (shown comparison supported by market research)		
<b>Guidance: Supplies</b>		<b>Supplies</b>	
<p>Supplies are tangible personal property other than equipment. Any single item valued at \$5,000 or more in this category should be moved to the "Equipment" category. Non-tangible goods and services associated with supplies, such as printing services, photocopy services, and rental costs should be included in the "Other" category.</p> <p>The applicant's narrative must include a brief description of the supplies required to perform the work. These costs should be categorized by major supply categories and include the estimated costs by category. For example, office supplies, computer supplies, and monitoring supplies.</p>		<p>A. Is the applicant proposing supplies as a direct cost under the application? <b>If NO, go to Contractual/Consultant Services.</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>B. Are proposed supply costs eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable program guidance and program regulations? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>C. Overall and by category/type of supply, are the proposed supply costs reasonable and necessary to achieve project objectives? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>D1. Total requested supply costs: <span style="float: right;">\$ <span style="background-color: black; color: black;">[REDACTED]</span></span></p> <p>D2. Total approved supply costs: <span style="float: right;">\$ <span style="background-color: black; color: black;">[REDACTED]</span></span></p>	
<b>Basis for Cost Determination: Supplies</b> (check all applicable boxes)			
<input type="checkbox"/> Market research/market value - Source:		<input checked="" type="checkbox"/> Prudent person test	
<input type="checkbox"/> Other:			
<b>Guidance: Contractual/Consultant Services</b>		<b>Contractual/Consultant Services</b>	
<p>Contractual/consultant services are those services to be carried out by an individual or organization other than the applicant in the form of a procurement relationship.</p> <p>The applicant should list the proposed contract activities along with a brief description of the scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known.</p> <p>Non-State applicants must conduct a price-cost analysis for all procurement as required under 40 CFR 31.36 (States, Local Governments, and Indian Tribal Governments) or 40 CFR 30.45 (Non-Profits and Institutions of Higher Education).</p> <p>If non-competitive (e.g., sole-source) contracting is proposed by locality or tribal applicants for any amount, or by institutions of higher education, hospitals, or non-profits in excess of \$100,000, the PO may require the applicant to prepare a technical justification for the non-competitive procurement. State applicants need not</p>		<p>A. Is the applicant proposing to acquire contractual services as a direct cost under the application? <b>If NO, go to Other Direct Costs.</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>B. Are proposed contractual/consultant costs eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable program guidance and program regulations? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>C. Are the proposed services necessary and reasonable to carry out the applicant's proposed scope of work? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>D. If stated in the application, are the durations of proposed contracts consistent with the budget and project periods? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>E. For non-State applicants, if sole-source procurements are indicated, has the applicant been informed of sole-source and cost-price analysis requirements? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p>F1. Total requested contractual/consultant costs: <span style="float: right;">\$ <span style="background-color: black; color: black;">[REDACTED]</span></span></p> <p>F2. Total approved contractual/consultant costs: <span style="float: right;">\$ <span style="background-color: black; color: black;">[REDACTED]</span></span></p>	

provide a justification for non-competitive procurement.		
<b>Basis for Cost Determination: Contractual/Consultant Services</b> (check all applicable boxes)		
<input checked="" type="checkbox"/> Knowledge of the services to be provided	<input type="checkbox"/> Additional research - Specify: .	
<input type="checkbox"/> Consistency with recipient's procurement system (if State applicant)	<input type="checkbox"/> Other:	
<b>Guidance: Other Direct Costs</b>		
<p><b>Other:</b> This category should include only those types of direct costs that do not fit in any of the other budget categories. Examples of costs that may be in this category are: insurance and indemnification, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying, and subaward costs.</p>	<p><b>Other Direct Costs</b></p> <p>A. Is the applicant proposing any other types of costs as direct costs under the application? <i>If NO, go to Questioned Costs.</i></p> <p>B. Are the specific costs/activities eligible and allowable for funding (and cost sharing and/or matching if applicable) as direct costs under applicable program guidance and program regulations?</p> <p>C. Taking into account each different type of cost proposed, are the costs reasonable and necessary to achieve project objectives?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Subawards:</b> Subawards (e.g., subgrants) are a distinct type of cost under this category. The term "subaward" means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category.</p> <p>Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of activities to be supported.</p>	<p>D. Does this award include any subaward work? <i>If NO, go to Questioned Costs.</i></p> <p>D.1 Are there any programmatic eligibility restrictions on who may perform proposed subaward work?</p> <p>D.2 Is the proposed subaward work for authorized assistance purposes (i.e., not to acquire goods or services for use by the applicant)?</p> <p>D.3 Is the proposed subaward work necessary to achieve project objectives?</p> <p>E1. Total requested other (including subaward) costs:</p> <p>E2. Total approved other (including subaward) costs:</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>\$ <del>10,000</del></p> <p>\$ <del>10,000</del></p>
<b>Questioned Costs</b>		
Did this cost review analysis result in questioned costs that required the applicant to submit a revised budget sheet? (If YES, please provide a brief narrative on the questioned costs and the resolution of the questioned costs.)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Cost Review Analysis Summary</b>		
<p><i>The cost review analysis of the proposed applicant budget was conducted in accordance with applicable program guidance and regulation. Answers to all cost review questions are based on the best professional judgment of the undersigned reviewer after analysis of the grant application and applicable programmatic documents (e.g., programmatic guidance, regulation, etc.).</i></p>		
Project Officer Name: Helen Bottcherl	Project Officer Signature: Helen Bottcherl	Date: 8/2/2012

**SUPPORT AGENCY COOPERATIVE AGREEMENT  
FOR GOVERNMENT TO GOVERNMENT INVOLVEMENT  
OF THE CONFEDERATED TRIBES OF THE COLVILLE INDIAN  
RESERVATION IN CERCLA RI/FS OF THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY AT THE UPPER COLUMBIA RIVER SITE**

The purpose of this Cooperative Agreement is to fund the Confederated Tribes of the Colville Indian Reservation (CCT) to provide appropriate tribal representation and government-to-government involvement in EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) remedial investigation and feasibility study (RI/FS) of the Upper Columbia River site.

This Agreement outlines a five year budget to reflect funding for the CCT to participate in the RI/FS per the June 2, 2006 Settlement Agreement between the PRP and the US. The State of Washington, the Spokane Tribe of Indians and the CCT have agreed that the CCT will receive \$250,000 of the \$500,000 allocated per year. In addition, this Agreement also includes a \$200,000 budget for RI/FS Survey activities detailed in Objective 5 of this agreement.

**Performance Period**

October 1, 2012 through September 30, 2017

**Background**

In 1999, the CCT petitioned the EPA to conduct an assessment of hazardous substance contamination at the Upper Columbia River. EPA completed an expanded site investigation in 2003, and determined that a RI/FS is necessary to evaluate the effects of contamination on human health and the environment. This cooperative agreement is intended to facilitate funding provided by the PRP through the EPA for the purposes of tribal participation in the RI/FS. This site is within the exterior boundaries of the CCT and includes resources that are impacted including land and waters that may potentially impact the health of the tribal population and the quality of lands, waters and/or resources. In addition this site is within the ceded territories of the Colville Confederated Tribes where the Tribes have Supreme Court affirmed rights. The CCT has significant interests in this project and needs to be involved and represented in the process. The CCT entered into a tribal Environmental Agreement (TEA) with EPA Region 10, and submits this proposal in furtherance of the government-to-government relationship solidified in the TEA.

**Remedial Investigation Tasks/Activities**

Per the US-EPA Settlement Agreement and subsequent agreement among the Three Sovereigns, \$1,450,000 will be allocated to the CCT to support Tribal involvement outlined in the Objectives following. These tasks and activities are for CCT's participation in the development of the RI/FS for the Upper Columbia River/Lake Roosevelt Site (Site). The CCT will seek expertise through contractors, the academic community and tribal personnel to interact with the EPA their contractors and the

technical team during the course of the RI/FS. The Tribal Historic Preservation Office/History Archeology Program will be funded to provide input for field sampling plans and field visits to assure that tribal archeological resources and culturally sensitive sites are preserved and protected.

Objective 1. Day to Day Project Coordination of Tribal issues on the RI/FS will be conducted by a Project Manager and CERCLA Coordinator. Project Manager will coordinate closely with Tribal Team including consultants, tribal staff, and Tribal Business Council representatives. Environmental International will continue representing CCT technical matters and Whitney Fraser is designated as the Technical Team point of contact. The Project Manager will direct the overall coordination of the tribes input into the RI/FS and provide needed experience in CERCLA processes and EPA programs. The Project Manager and/or CERCLA Coordinator will participate in relevant Technical Meetings with the PRP, with EPA, Tribal meetings and other meetings relevant to the site activities and planning.

Tribal natural resource staff hours are a critical need to assuring meaningful tribal involvement in the RI/FS. Tribal staff will provide technical knowledge and experience to tribal and EPA consultants in the development of study plans regarding sediments, fishery and wildlife resources, resource management issues, parks, GIS, plants and vegetation, tribal use, hydrology and discussion about ecological and human health risk assessment. Resource staff will meet with the CCT Project Manager and tribal consultants to discuss sampling plans and other technical documents and meet with EPA and their consultants when appropriate and at other Technical meetings.

The CCT Project Manager and/or CERCLA Coordinator will obtain input on documents from other Tribal staff and consultants as needed. The Project Manager will be responsible for providing CCT comments on the RI/FS process to EPA and will be the point of contact for all comment resolution. The CCT will provide written input to minor documents within 14 calendar days and to major documents within 30 calendar days after receipt from EPA, unless a different review period is agreed to with the EPA Remedial Project Manager.

The CCT Project Manager and/or CERCLA Coordinator will provide information to residents of the Colville Indian Reservation on findings of the RI/FS and the Tribal Survey.

Objective 2. Technical Consultants

The Tribe with the assistance of their technical consultant(s) will participate in the development of the RI Work Plan and other accompanying technical documents, as appropriate. This participation is consistent with the role created by CERCLA for tribes. The Work Plan must have an appropriate context for a site that includes part of CCT's reservation and has impacted Tribal resources. An RI Work Plan is designed to investigate the nature and extent of contamination at the site and assess the potential risk to human health and the environment through human health and ecological risk

assessments. Given that tribal members live along the shores of Lake Roosevelt, use the resources in the area that may receive contamination from the site, and eat fish taken from the Lake and river that contain contamination from the site, and a part of the site is on the reservation, CCT's technical consultants will help CCT ensure that the work plan and documents developed appropriately takes into account tribal uses, interests, and standards in the preparation of the workplan. Moreover, the technical consultants can help liaise with EPA and CCT staff to ensure that workplan development is efficient. In furtherance of these goals, tasks for the technical consultant(s) include but will not necessarily be limited to these general assumptions:

- Consult with EPA and its consultants regarding the ongoing RI/FS Work Plan and its elements.
- Review and comment on Preliminary Draft Work Plans including all accompanying documents, such as the Field Sampling Plans, Quality Assurance Project Plans, and other technical documents generated by the PRP, EPA or their contractors.
- Review and comment on Human Health and Ecological Risk work plans and provide input and recommendations regarding tribal resources and needs.
- Early Review and comment on Draft Work Plans subject to external stakeholder review.
- Early Review and comment on the Final Work Plans including all accompanying documents.
- Review technical data received and coordinate tribal response and comment.
- Have phone communications, as appropriate.
- Liaise with EPA staff as needed.
- Have Tribal/EPA consultation throughout the process to explain Tribal issues and concerns to EPA and others.
- Complete implementation phase and final report of tribal survey tool to be utilized for human health risk assessment and assist in developing tribal messaging as appropriate.

CCT currently has technical consultants who have experience in CERCLA activities and RI development at other, similar sites. These technical consultants were hired through appropriate and competitive tribal hiring practices. Other technical consultants will be sub-contracted through existing firms or hired through tribally approved practices. Technical consultants will help ensure that the workplan accomplishes the goals of understanding the contamination at the site and the risks presented by that contamination for tribal members and others and includes proper consideration of Tribal concerns, interests, and regulatory requirements.

### Objective 3. Tribal Historic Preservation Office

The Tribal Historic Preservation Office and tribal archeologists will work with EPA, its contractors, and tribal staff to provide assistance during the development of RI/FS activities to assure that culturally sensitive sites of the CCT are protected during RI/FS activities. The THPO will also assist in the development of any cultural use surveys or work relating to tribal use of site resources. In furtherance of these goals, tasks for the THPO Office include but will not necessarily be limited to:

- Review RI/FS sampling plans to protect tribal remains and culturally sensitive areas
- Implementation of the Cultural Resources Coordination Plan as applicable
- Meet with EPA (their contractors) and CCT technical staff regularly for involvement in planning field and site visit activities

- Attend EPA field sampling events to protect tribal culturally sensitive remains, sites and resources
- Provide pre-field planning and field sampling involvement and monitoring
- Provide archaeological monitoring during any field sampling that may impact tribal cultural resources.
- Review and comment on any draft Field Plans regarding emergency actions and assessments.

#### **Objective 4**

Tribal Contractor, Environment International will continue to assist the CCT with technical assistance at CERCLA activities at mine and mill sites situation near/along tributaries to the Upper Columbia River Site. Contractors will provide the following technical assistance as needed:

- Review any EPA or contractor technical work, sampling or emergency cleanup plans developed at sites related to the Upper Columbia River Site
- Provide comments to the CCT on site activities and documents for submittal to EPA
- Attend meetings and/or field visits to sites when appropriate

#### **Objective 5**

Per the EPA Settlement Agreement, page 15 and 29 of Exhibit A, TCM will fund tribal surveys needed for the development of a human health risk assessment. The CCT is involved in the development of a tribal survey to provide needed information on tribal consumption and utilization of resources potentially impacted by contaminants at the UCR site. This objective includes planning, design and the implementation and interpretation of the survey, including final report. Tribal participation of all phases of the project will be vital to its success and usefulness in the risk assessment.

#### **Limitations**

The CCT acknowledges that the funding for the Cooperative Agreement is not to be used for Natural Resource Damage Assessments (NRDA) or NRDA-related activities.

#### **EPA Point of Contact**

Helen Bottcher, US EPA Region 10  
 1200 Sixth Avenue (ECL-111), Suite 900  
 Seattle, WA 98101  
 (206) 553-6069 phone  
 (206) 553-0124 fax  
 Bottcher.Helen@epa.gov



# BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. RI/FS		\$	\$	\$ 1,250,000.00	\$	\$ 1,250,000.00
2. RI/FS Survey				200,000.00		200,000.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 1,450,000.00	\$ 0.00	\$ 1,450,000.00

## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Environmental Trust	(2) History & Archeology	(3) Fish & Wildlife	Fish & Wildlife	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)				0.00	
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 1,328,627.00	\$ 55,948.00	\$ 65,425.00	\$ 0.00	\$ 1,450,000.00
7. Program Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. FY2013	\$	\$	\$	\$ 0.00	
9. FY2014				0.00	
10. FY2015				0.00	
11. FY2016-17				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 450,000.00	\$ 112,500.00	\$ 112,500.00	\$ 112,500.00	\$ 112,500.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 450,000.00	\$ 112,500.00	\$ 112,500.00	\$ 112,500.00	\$ 112,500.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. FY2013	\$ 450,000.00	\$	\$	\$	
17. FY2014		250,000.00			
18. FY2015			250,000.00		
19. FY2016-17				500,000.00	
20. TOTAL (sum of lines 16-19)	\$ 450,000.00	\$ 250,000.00	\$ 250,000.00	\$ 500,000.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

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# Application for Federal Assistance SF-424

Version 02

*1. Type of Submission	*2. Type of Application	*If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

\*3. Date Received: 4. Application Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:  
6. Date Received by State: 7. State Application Identifier:

## 8. APPLICANT INFORMATION:

\* a. Legal Name: Confederated Tribes of the Colville Reservation

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS: 112167510
---	---------------------------------------

d. Address:

\*Street1: PO Box 150  
Street 2: 1 Colville Street  
\*City: Nespelem  
County: Okanogan  
\*State: washington  
Province:  
Country: USA: United States \*Zip/Postal Code: 99155

## e. Organizational Unit:

Department Name: Office of Environmental Trust	Division Name: Land & Property
---	-----------------------------------

## f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. First Name: Gary  
Middle Name:  
\*Last Name: Passmore  
Suffix:  
Title: Program Director

Organizational Affiliation:

*Telephone Number: 509-634-2415	Fax Number: 509-634-2422
*Email: gary.passmore@colvilletribe.org	

**Application for Federal Assistance SF-424**

Version 02

9. Type of Applicant 1: Select Applicant Type: F. U.S. Territory or Possession

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\*Other (specify):

\*10. Name of Federal Agency:

US Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.802

CFDA Title:

EPA CERCLA Superfund

\*12. Funding Opportunity Number:

\*Title:

NA

13. Competition Identification Number:

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

Colville Indian Reservation, Ferry, Stevens, Lincoln Counties, Washington State

\*15. Descriptive Title of Applicant's Project:

Provides technical assistance to the Tribes on the Upper Columbia River Remedial Investigation

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of:

\*a. Applicant  
5th

\*b. Program/Project:  
5th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\*a. Start Date: 10-1-2013

\*b. End Date: 9-30-2017

18. Estimated Funding (\$):

\*a. Federal \$1,450,000.00

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL \$1,450,000.00

\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr

\*First Name: Michael

Middle Name: O.

\*Last Name: Finley

Suffix:

\*Title: Chairman, Colville Business Council

\*Telephone Number: (509) 634-2208

Fax Number: 509-634-2422

\*Email: michael.finley@colvilletribes.com

\*Signature of Authorized Representative:

Date Signed:

## FY 2011 BUDGET FORM

Department: Land & Property		Period Covered			
Program: Environmental Trust		From: 10/01/13			
Program Manager: Gary Passmore		To: 09/30/17			
Budget Prepared by: Cindy Marchand		Fund: 6015			
<b>REVENUES</b>					
	Division:	Federal 6015	State 0	Other 0	Tribal 0
Description					
Tribal Award		-	-	-	-
BIA Award		-	-	-	-
Grants & Contracts		1,450,000	-	-	1,450,000
Sales		-	-	-	-
Fees		-	-	-	-
Other Revenues		-	-	-	-
<b>SUB-TOTAL REVENUE</b>		1,450,000	-	-	1,450,000
Indirect Cost Revenue		-	-	-	-
<b>TOTAL REVENUE</b>		\$ 1,450,000	\$ -	\$ -	\$ 1,450,000
<b>EXPENDITURES</b>					
	Cost Center:	Federal ETD-TA	State F&W	Other H&A	Tribal ETD-Survey
Description					
<b>SALARIES/FRINGE</b>					
60010 Salaries		-	-	-	-
61100 Fringe		-	-	-	-
<b>SUPPLIES AND MATERIALS</b>					
62110 Office Supplies		-	-	-	-
62310 Computer Supplies		-	-	-	-
62510 Program Supplies		-	-	-	-
<b>PROFESSIONAL FEES</b>					
63001 Professional Fees		-	-	-	-
63210 Consultant Service		-	-	-	-
63410 Sub Contracts		-	-	-	-
63440 Drug Testing		-	-	-	-
<b>TELEPHONE/UTILITIES</b>					
64010 Telephone		-	-	-	-
64020 Utilities		-	-	-	-
64025 Serehic Fees		-	-	-	-
<b>TRAVEL/TRAINING</b>					
65010 Travel		-	-	-	-
65210 Training		-	-	-	-
<b>VEHICLE EXPENSES</b>					
66015 Vehicle R&M		-	-	-	-
66050 Vehicle Fuel		-	-	-	-
66090 GSA		-	-	-	-
66095 Vehicle Insurance		-	-	-	-
<b>REPAIR &amp; MAINTENANCE</b>					
67020 Bldg R&M		-	-	-	-
67110 Equip R&M		-	-	-	-
67150 Other R&M		-	-	-	-
<b>EQUIPMENT</b>					
68030 Computer Equipment		-	-	-	-
68040 Copier Equipment		-	-	-	-
68080 Vehicles		-	-	-	-
68090 Other Equipment		-	-	-	-
68210 Non-Cap. Equipment		-	-	-	-
<b>OTHER</b>					
69930 Property Insurance		-	-	-	-
69895 Other Expenses		-	-	-	-
<b>MISCELLANEOUS</b>					
		0	0	0	0
		0	0	0	0
		0	0	0	0
		0	0	0	0
<b>SUB-TOTAL EXPENDITURE</b>		-	-	-	-
69805 Indirect Cost		-	-	-	-
<b>TOTAL EXPENDITURE</b>		\$ 1,128,627	\$ 65,425	\$ 55,948	\$ 200,000
					\$ 1,450,000